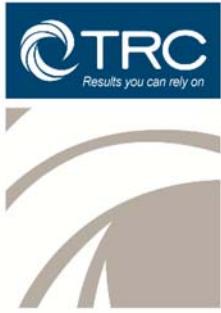


N



708 Heartland Trail
Suite 3000
Madison, WI 53717

608-826-3600 PHONE
608-826-3941 FAX

www.TRCsolutions.com

October 25, 2018

Non-Responsive
Ms. [REDACTED]
Non-
[REDACTED] S. Third Street
Watertown, WI 53094

Subject: Request for Access for Proposed Environmental Sampling
Non-Responsive [REDACTED] Third Street, Watertown, WI

Dear Ms. Lindemann:

As you know, representatives of TRC Environmental Corporation (TRC) collected a sample of soil from the public right-of-way along the street in front of your house on May 30, 2018, pursuant to a Wisconsin Department of Natural Resources (WDNR)-approved Work Plan and on behalf of SPX Corporation (SPX). The soil sample was collected from below the sod root line and up to twelve (12) inches below the ground surface and was analyzed for polychlorinated biphenyls (PCBs). Total PCBs were detected in the sample at a concentration of 0.36 milligrams per kilogram (mg/kg or parts per million), which is below Wisconsin's commercial/industrial standard of 1.0 mg/kg but slightly exceeds the residential standard of 0.243 mg/kg. The sampling results were submitted to the City of Watertown, the WDNR and the U.S. Environmental Protection Agency (EPA).

The WDNR has requested that SPX collect additional soil samples, to determine if PCBs are present on your property at [REDACTED] S. Third Street, Watertown, WI, and if they are present, at what concentration. We are therefore requesting your written permission for the collection of these samples.

The soil sampling will consist of collecting soil cores from two locations on your property, as shown on the attached Figure 1. The soil cores will be advanced to a depth of approximately two feet below ground surface, with the coring performed by hand to minimize any impacts to your property. A description of the soil core will be prepared and the core will then be divided into prescribed sample intervals, placed into laboratory containers, and submitted for laboratory analysis for total PCBs. Once sampling has been completed, the remaining core material will be placed back into the hole, with topsoil and grass seed applied as necessary. The actual sampling procedure will take only a brief amount of time (a matter of an hour or so) and should not inconvenience you. You do not need to be home during the sampling.

Non-Responsive

Ms. [REDACTED]

October 25, 2018

Page 2

Soil sample results will be evaluated and tabulated by TRC and SPX, following their receipt from the analytical laboratory (typically approximately two weeks after the samples are received at the laboratory). A copy of the laboratory report and a summary of results will be mailed to your address and provided to the WDNR, EPA and the City of Watertown.

Please review and sign the attached Access Agreement by November 9, 2018, indicating that you will allow TRC to access your property to collect the soil samples and then mail the Access Agreement to me. We have included a pre-addressed, stamped envelope for your convenience. We appreciate your cooperation during this activity.

If you have any questions, please feel free to contact me, Ted O'Connell, TRC at (608) 826-3648 or Mr. Jeff Ackerman, Wisconsin Department of Natural Resources at (608) 275-3323.

Sincerely,

TRC Environmental Corporation



Ted O'Connell
Project Manager

Attachments: Figure 1
Site Access Agreement

cc: Jean Oliva – TRC
Peter Ramanauskas – USEPA
Jeff Ackerman – WDNR
Robert Thiboldeaux – WDHS
Jaynellen J. Holloway – City of Watertown

SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
Address: [REDACTED] South Third Street, Watertown, WI

This Site Access Agreement ("Agreement") is made by and between _____ ("Owner"), and the SPX Corporation ("SPX") regarding the Owner's property located at [REDACTED] Non-[REDACTED] South Third Street, Watertown, WI ("Site"). SPX requests permission to enter the Site for the exclusive purposes of conducting environmental investigation activities.

1. Owner hereby gives permission to SPX, or SPX agents or assigns (including, but not limited to, SPX employees, authorized environmental consultants and/or contractors, representatives of the Wisconsin Department of Natural Resources, or other designees authorized by SPX (collectively, "Authorized Parties") to enter upon the Site to perform investigation activities at the Site. This permission is effective immediately upon the execution of this Agreement by Owner and SPX.
2. The permission granted by Owner under this Agreement is contemplated to be used for the investigation of soil on the Owner's property.
3. Upon completion of the investigation, Authorized Parties will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner, SPX or any Authorized Party or any successors and assigns of the foregoing for any contamination discovered on the Site.
5. Authorized Parties may enter the Site during normal business hours and may also make special arrangements to enter the Site at other times after agreement from the Owner.
6. Authorized Parties shall enter upon the Site at their own risk, and Owner shall not be held responsible or liable for injury, damage, or loss incurred by any Authorized Party arising out of or in connection with activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of the Owner.
7. Each Authorized Party severally hereby indemnifies and holds Owner harmless from any and all claims or causes of action arising out of or related to the acts or omissions of said Authorized Party in connection with the performance of activities under this Agreement, except to the extent that any injury is caused due to the acts or omissions of Owner, any lessee of the Site, or any employee or agent of Owner.
8. Data derived from the environmental investigation at the Site will be provided to Owner, the Wisconsin Department of Natural Resources, the United States Environmental Protection Agency and the City of Watertown, Wisconsin.
9. In exercising its access privileges, Authorized Parties will take reasonable steps not to interfere with the Owner's operations on the Site.

10. Authorized Parties will give notice to the Owner at least one (1) week in advance of the start of field activities on the Site.
11. Owner ensures that Owner and any/all Site operators will give Authorized Parties access to the entire Site for the purposes set forth in this Agreement.
12. Any party to this Agreement may terminate this Agreement by giving two (2) months advanced written notice, or all parties may terminate the Agreement at any time by written agreement.
13. This Agreement shall expire upon the issuance of a report summarizing project activities and data.

Owner

Witness

Name

Name

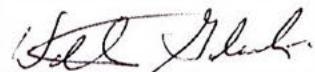
Date

Date

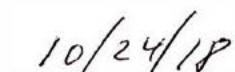
Site Owner's Telephone Number:

Site Owner's Mailing Address (if other than Site address):

For the benefit of SPX:



Walter Galacki



Date

Global Director, Environmental, Health & Safety